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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 CRYSTAL MIREYA DIAZ,

16 Defendant.

SA CR No. 18-00168-JFW-2

PLEA AGREEMENT FOR DEFENDANT  
CRYSTAL MIREYA DIAZ

17  
18 1. This constitutes the plea agreement between Crystal Mireya  
19 Diaz ("defendant") and the United States Attorney's Office for the  
20 Central District of California (the "USAO") in the above-captioned  
21 case. This agreement is limited to the USAO and cannot bind any  
22 other federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to count six of the  
28 indictment in United States v. Crystal Mireya Diaz, SA CR No. 18-

00168-JFW-2, which charges defendant with Possession of Stolen Mail, in violation of 18 U.S.C. § 1708.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

#### THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

1           d. Recommend that defendant be sentenced to a term of  
2 imprisonment no higher than the low end of the applicable Sentencing  
3 Guidelines range, provided that the offense level used by the Court  
4 to determine that range is 6 or higher. For purposes of this  
5 agreement, the low end of the Sentencing Guidelines range is that  
6 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

7                           NATURE OF THE OFFENSE

8           4. Defendant understands that for defendant to be guilty of  
9 the crime charged in count five, that is, Possession of Stolen Mail,  
10 in violation of Title 18, United States Code, Section 1708, the  
11 following must be true: (1) a letter, postal card, package, or mail  
12 was stolen from a mail receptacle; (2) defendant possessed the  
13 letter, postal card, package, or mail; and (3) defendant knew the  
14 letter, postal card, package, or mail was stolen.

15                           PENALTIES

16           5. Defendant understands that the statutory maximum sentence  
17 that the Court can impose for a violation of Title 18, United States  
18 Code, Section 1708, is: five years imprisonment; a three-year period  
19 of supervised release; a fine of \$250,000 or twice the gross gain or  
20 gross loss resulting from the offense, whichever is greatest; and a  
21 mandatory special assessment of \$100.

22           6. Defendant understands that supervised release is a period  
23 of time following imprisonment during which defendant will be subject  
24 to various restrictions and requirements. Defendant understands that  
25 if defendant violates one or more of the conditions of any supervised  
26 release imposed, defendant may be returned to prison for all or part  
27 of the term of supervised release authorized by statute for the  
28 offense that resulted in the term of supervised release, which could

1 result in defendant serving a total term of imprisonment greater than  
2 the statutory maximum stated above.

3 7. Defendant understands that, by pleading guilty, defendant  
4 may be giving up valuable government benefits and valuable civic  
5 rights, such as the right to vote, the right to possess a firearm,  
6 the right to hold office, and the right to serve on a jury.

7 Defendant understands that she is pleading guilty to a felony and  
8 that it is a federal crime for a convicted felon to possess a firearm  
9 or ammunition. Defendant understands that the conviction in this  
10 case may also subject defendant to various other collateral  
11 consequences, including but not limited to revocation of probation,  
12 parole, or supervised release in another case and suspension or  
13 revocation of a professional license. Defendant understands that  
14 unanticipated collateral consequences will not serve as grounds to  
15 withdraw defendant's guilty plea.

16 8. Defendant and his counsel have discussed the fact that, and  
17 defendant understands that, if defendant is not a United States  
18 citizen, the conviction in this case makes it practically inevitable  
19 and a virtual certainty that defendant will be removed or deported  
20 from the United States. Defendant may also be denied United States  
21 citizenship and admission to the United States in the future.  
22 Defendant understands that while there may be arguments that  
23 defendant can raise in immigration proceedings to avoid or delay  
24 removal, removal is presumptively mandatory and a virtual certainty  
25 in this case. Defendant further understands that removal and  
26 immigration consequences are the subject of a separate proceeding and  
27 that no one, including her attorney or the Court, can predict to an  
28 absolute certainty the effect of her conviction on her immigration

1 status. Defendant nevertheless affirms that she wants to plead  
2 guilty regardless of any immigration consequences that her plea may  
3 entail, even if the consequence is automatic removal from the United  
4 States.

5 FACTUAL BASIS

6 9. Defendant admits that defendant is, in fact, guilty of the  
7 offense to which defendant is agreeing to plead guilty. Defendant  
8 and the USAO agree to the statement of facts provided below and agree  
9 that this statement of facts is sufficient to support a plea of  
10 guilty to the charge described in this agreement and to establish the  
11 Sentencing Guidelines factors set forth in paragraph 11 below but is  
12 not meant to be a complete recitation of all facts relevant to the  
13 underlying criminal conduct or all facts known to either party that  
14 relate to that conduct.

15 On or about March 12, 2018, in La Palma, California, within the  
16 Central District of California, defendant knowingly possessed  
17 letters, postal cards, packages, or mail ("mail matter") that was  
18 stolen from a mail receptacle. At the time defendant possessed the  
19 mail matter, defendant knew that the mail matter was stolen.

20 Specifically, on or about March 12, 2018, a La Palma Police  
21 Department officer saw defendant stealing mail from a United States  
22 Postal Service mailbox. Defendant was later stopped by the La Palma  
23 Police Department in a vehicle with her co-defendant Candice  
24 Rodriguez. At the time of the traffic stop, defendant and her co-  
25 defendant Rodriguez possessed the following stolen items:

- 26 • Approximately six debit cards in names of other people;
- 27 • One California driver's license in a name of another person;
- 28 • Approximately ten pieces of mail;

- One Mexican Consular identification card in a name of another person; and
- One United States Postal Service parcel.

SENTENCING FACTORS

10. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

11. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	6	U.S.S.G. § 2B1.1(a) (2)
10 or More Victims	+2	U.S.S.G. § 2B1.1(b) (2) (A)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

12. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

13. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing

Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

14. Defendant understands that by pleading guilty, defendant gives up the following rights:

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

15. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

16. Defendant agrees that, provided the Court imposes a term of imprisonment within or below the range corresponding to an offense level of six and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (f) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (g) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).



1           17. The USAO agrees that, provided (a) all portions of the  
2 sentence are at or below the statutory maximum specified above and  
3 the Court imposes a term of imprisonment within or above the range  
4 corresponding to an offense level of six and the criminal history  
5 category calculated by the Court, the USAO gives up its right to  
6 appeal any portion of the sentence.

7                           WAIVER OF COLLATERAL ATTACK

8           18. Defendant also gives up any right to bring a post-  
9 conviction collateral attack on the conviction or sentence, except a  
10 post-conviction collateral attack based on a claim of ineffective  
11 assistance of counsel, a claim of newly discovered evidence, or an  
12 explicitly retroactive change in the applicable Sentencing  
13 Guidelines, sentencing statutes, or statutes of conviction.  
14 Defendant understands that this waiver includes, but is not limited  
15 to, arguments that the statute to which defendant is pleading guilty  
16 is unconstitutional, and any and all claims that the statement of  
17 facts provided herein is insufficient to support defendant's plea of  
18 guilty.

19                           RESULT OF WITHDRAWAL OF GUILTY PLEA

20           19. Defendant agrees that if, after entering a guilty plea  
21 pursuant to this agreement, defendant seeks to withdraw and succeeds  
22 in withdrawing defendant's guilty plea on any basis other than a  
23 claim and finding that entry into this plea agreement was  
24 involuntary, then the USAO will be relieved of all of its obligations  
25 under this agreement.

1 EFFECTIVE DATE OF AGREEMENT

2 20. This agreement is effective upon signature and execution of  
3 all required certifications by defendant, defendant's counsel, and an  
4 Assistant United States Attorney.

5 BREACH OF AGREEMENT

6 21. Defendant agrees that if defendant, at any time after the  
7 signature of this agreement and execution of all required  
8 certifications by defendant, defendant's counsel, and an Assistant  
9 United States Attorney, knowingly violates or fails to perform any of  
10 defendant's obligations under this agreement ("a breach"), the USAO  
11 may declare this agreement breached. All of defendant's obligations  
12 are material, a single breach of this agreement is sufficient for the  
13 USAO to declare a breach, and defendant shall not be deemed to have  
14 cured a breach without the express agreement of the USAO in writing.  
15 If the USAO declares this agreement breached, and the Court finds  
16 such a breach to have occurred, then: (a) if defendant has previously  
17 entered a guilty plea pursuant to this agreement, defendant will not  
18 be able to withdraw the guilty plea, and (b) the USAO will be  
19 relieved of all its obligations under this agreement.

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 22. Defendant understands that the Court and the United States  
23 Probation and Pretrial Services Office are not parties to this  
24 agreement and need not accept any of the USAO's sentencing  
25 recommendations or the parties' agreements to facts or sentencing  
26 factors.

27 23. Defendant understands that both defendant and the USAO are  
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the  
2 Court, (b) correct any and all factual misstatements relating to the  
3 Court's Sentencing Guidelines calculations and determination of  
4 sentence, and (c) argue on appeal and collateral review that the  
5 Court's Sentencing Guidelines calculations and the sentence it  
6 chooses to impose are not error, although each party agrees to  
7 maintain its view that the calculations in paragraph 11 are  
8 consistent with the facts of this case. While this paragraph permits  
9 both the USAO and defendant to submit full and complete factual  
10 information to the United States Probation and Pretrial Services  
11 Office and the Court, even if that factual information may be viewed  
12 as inconsistent with the facts agreed to in this agreement, this  
13 paragraph does not affect defendant's and the USAO's obligations not  
14 to contest the facts agreed to in this agreement.

15 24. Defendant understands that even if the Court ignores any  
16 sentencing recommendation, finds facts or reaches conclusions  
17 different from those agreed to, and/or imposes any sentence up to the  
18 maximum established by statute, defendant cannot, for that reason,  
19 withdraw defendant's guilty plea, and defendant will remain bound to  
20 fulfill all defendant's obligations under this agreement. Defendant  
21 understands that no one -- not the prosecutor, defendant's attorney,  
22 or the Court -- can make a binding prediction or promise regarding  
23 the sentence defendant will receive, except that it will be within  
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 25. Defendant understands that, except as set forth herein,  
27 there are no promises, understandings, or agreements between the USAO  
28 and defendant or defendant's attorney, and that no additional

promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

26. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

E. MARTIN ESTRADA  
United States Attorney

1/23/23

JAKE D. NARE  
Assistant United States Attorney

Date

1-19-23

CRYSTAL MIREYA DIAZ  
Defendant

Date

1-19-23


STEPHEN FRYE  
Attorney for Defendant CRYSTAL  
MIREYA DIAZ

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or

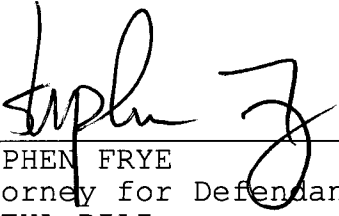
1 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
2 of relevant Sentencing Guidelines provisions, and of the consequences  
3 of entering into this agreement. No promises, inducements, or  
4 representations of any kind have been made to me other than those  
5 contained in this agreement. No one has threatened or forced me in  
6 any way to enter into this agreement. I am satisfied with the  
7 representation of my attorney in this matter, and I am pleading  
8 guilty because I am guilty of the charge and wish to take advantage  
9 of the promises set forth in this agreement, and not for any other  
10 reason.

11   
12 \_\_\_\_\_  
13 CRYSTAL MIREYA DIAZ  
14 Defendant

1-19-23  
15 \_\_\_\_\_  
16 Date

17 CERTIFICATION OF DEFENDANT'S ATTORNEY

18 I am Crystal Mireya Diaz's attorney. I have carefully and  
19 thoroughly discussed every part of this agreement with my client.  
20 Further, I have fully advised my client of her rights, of possible  
21 pretrial motions that might be filed, of possible defenses that might  
22 be asserted either prior to or at trial, of the sentencing factors  
23 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
24 provisions, and of the consequences of entering into this agreement.  
25 To my knowledge: no promises, inducements, or representations of any  
26 kind have been made to my client other than those contained in this  
27 agreement; no one has threatened or forced my client in any way to  
28 enter into this agreement; my client's decision to enter into this  
agreement is an informed and voluntary one; and the factual basis set  
forth in this agreement is sufficient to support my client's entry of  
a guilty plea pursuant to this agreement.



STEPHEN FRYE  
Attorney for Defendant CRYSTAL  
MIREYA DIAZ

1-19-23  
Date